

EXHIBIT 8

EXHIBIT 8

Conformed Copy

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17 Associated Attorneys for Plaintiff
18 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

21 WASSERMAN, COMDEN,
22 CASSELMAN & PEARSON, L.L.P.,

23 Plaintiff,

24 v.

25 LYDIA HARRIS; LIFESTYLE
26 RECORDS, INC.; NEW IMAGE MEDIA
27 CORP.; MARION H. KNIGHT, aka SUGE
28 KNIGHT; DEATH ROW RECORDS,
INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,

Defendants.

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

GENERAL ALLEGATIONS

1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
(hereinafter "WCCP") is a limited liability partnership organized and existing under the
laws of the State of California with its principal place of business in Tarzana, California.

LAW OFFICES
HAIGHT, BROWN &
BONESTEEL, L.L.P.
Los Angeles

WC11-0000007
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FIRST AMENDED COMPLAINT

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 04 2006

John A. Clarke, Executive Officer/Clerk
By A E LA FLEUR-CLAYTON, Deputy

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
16 CASSELMAN & PEARSON, L.L.P.,

17 Plaintiff,

18 v.

19 LYDIA HARRIS; LIFESTYLE
RECORDS, INC.; NEW IMAGE MEDIA
CORP.; MARION H. KNIGHT, aka SUGE
20 KNIGHT; DEATH ROW RECORDS,
INC.; DEATH ROW RECORDS, L.L.C.;
21 THA ROW, INC.; DERMOT GIVENS;
KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,
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23 Defendants.
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FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
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25 GENERAL ALLEGATIONS

26 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

27 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
28 laws of the State of California with its principal place of business in Tarzana, California.

1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
23 agreed to represent HARRIS in connection with liability claims against MARION H.
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
25 in connection with liability claims against GILLIAM. A copy of that written retainer
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
2 to the contingency fee..."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the
12 Agreement, and represented HARRIS vigorously and competently in her litigation against
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
27 that she was representing herself.

28

1 12. On May 19, 2005, plaintiff filed and served on defendants a Notice of
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8 13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
13 occurred before a Substitution of Attorney was filed. None of the defendants notified
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
15 concealed the fact of such negotiations and the settlement terms.

16 14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no
19 compensation for professional services rendered.

20 15. Plaintiff has requested and defendants have refused to disclose the material
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the
28 material terms of the settlement from plaintiff.

1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have
4 since disagreed on whether that payment effectuated a full or partial payment under their
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a
6 binding settlement agreement. Both parties have admitted that the \$1 million was
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that
10 would result in the KNIGHT Defendants paying her consideration including, among other
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,
12 or the income generated from certain specified songs or intellectual properties owned by
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the
16 Judgment, the value of which is subject to proof at trial but which is believed to total not
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'
26 services properly put into place by plaintiff.

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

(Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and

Does 1 through 25, Inclusive)

19. Plaintiff incorporates by this reference all allegations and facts alleged in paragraphs 1 through 18, above.

20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff agreed to represent HARRIS in connection with liability claims against MARION H. KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and in connection with liability claims against GILLIAM. A copy of that written retainer agreement, attached as Exhibit F, is incorporated herein in full by this reference.

21. Some of the material terms of the Contingency Fee Agreement include that WCCP is authorized to incur reasonable costs and expenses in performing legal services and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition to the contingency fee. . ." The contingency fee negotiated by HARRIS was for forty percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

22. The Contingency Fee Agreement negotiated by HARRIS further specifically included language granting plaintiff a lien upon any recovery, for payment of plaintiff's attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise."

23. Plaintiff has performed all conditions, covenants and promises of the Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number BC268857.

24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
20 "specified terms that are not to be performed within 45 days of the settlement." The
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
23 occurred before a Substitution of Attorney was filed. None of the defendants notified
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff
28 for professional legal services rendered on her behalf.

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1
7 million secret purported settlement paid by or through the KNIGHT Defendants to
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of
13 HARRIS' Retainer Fee Agreement with plaintiff.

14 SECOND CAUSE OF ACTION

15 QUANTUM MERUIT

16 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS
20 Defendants and incurred costs in connection with those legal services at the special request
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may
27 exceed \$10 million.

28

1 Plaintiff has repeatedly demanded from the HARRIS Defendants information
2 concerning any purported settlement with The KNIGHT Defendants, or the receipt
3 of payments from or on behalf of the KNIGHT Defendants. The HARRIS
4 Defendants have refused and continue to refuse to provide completely and accurately
5 any such information, or pay any sums for the reasonable value of professional
6 services rendered on behalf of HARRIS. THIRD CAUSE OF ACTION

7 FOR MONEY HAD AND RECEIVED

8 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
10 First Amended Complaint as though fully set forth herein.

11 36. Plaintiff is informed and believes and thereon alleges that as a proximate
12 result of professional legal services performed by plaintiff on behalf of The HARRIS
13 Defendants, The HARRIS Defendants received payments or other consideration in full or
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15 37. In equity and in good conscience, forty percent (40%) of any recovery to
16 HARRIS should be paid to plaintiff.

17 38. The HARRIS Defendants have refused to pay anything to plaintiff for the
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
4 Defendants.

5
6 FOURTH CAUSE OF ACTION

7 FOR AN ACCOUNTING

8 (Plaintiff vs. All Defendants)

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,
14 and each of them, have refused to provide any accounting of the consideration agreed to or
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT
18 Defendants, or from any other entity or source, in partial or full satisfaction of the
19 Judgment.

20
21 FIFTH CAUSE OF ACTION

22 INTERFERENCE WITH CONTRACT

23 (Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,
24 THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA
2 CORP; and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through
11 100 caused payments or other consideration to be made to HARRIS pursuant to the
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or
14 burdensome to collect fees and costs which were earned. The Knight defendants and
15 GIVENS either intended to prevent Harris from performing her contractual obligations to
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the
20 payment or other consideration which has passed or will pass between KNIGHT and
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT
23 Defendants have provided payments or other consideration to HARRIS with a value in
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'
25 intentional interference with plaintiff's contractual lien rights has caused damage to
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus
28 interest.

1 SIXTH CAUSE OF ACTION
2 FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS
3 (Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and
4 DOES 1 Through 25
5 and DOES 50 through 75, Inclusive)

6 46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36
7 through 38 of this First Amended Complaint as though fully set forth herein.

8 47. HARRIS discharged plaintiff without cause after entry of judgment in the
9 sum of \$107 million against The KNIGHT Defendants.

10 48. Plaintiff is informed and believes and thereon alleges that HARRIS
11 discharged plaintiff for the primary purpose of concealing payments and violating
12 plaintiffs contractual right to collect a contingency fee based upon any recovery in the
13 underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005
14 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery
15 against GILLIAM.

16 49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by
17 settlement or judgment. By reason of the professional services rendered, plaintiff is an
18 equitable assignee of the judgments or settlements to the extent of fees and costs which are
19 due plaintiff for services. [*Siciliano v. Fireman's Fund Ins. Co.* (1976) 62 Cal.App.3d
20 745.]

21 50. Plaintiff is informed and believes and thereon alleges that it is entitled to an
22 equitable assignment of forty (40) percent of the judgments against The KNIGHT
23 Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries
24 obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
25 Defendants.

SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

(Plaintiff vs. All Defendants)

51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against The KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned. Plaintiff is informed and believes and thereon alleges that defendants contend that they had or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make payments in partial or total satisfaction of the judgment without paying anything to plaintiff. Plaintiff contends to the contrary.

53. Plaintiff contends that any settlement agreement between The KNIGHT Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens served on May 19, 2005 and September 9, 2005.

54. Plaintiff is informed and believes and thereon alleges that defendants contend that they have or had the right to disregard, impair, release, diminish or extinguish the lien rights of plaintiff.

55. Plaintiff contends that any agreement between the defendants that was made without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a fraud upon plaintiff, was made with unclean hands and without any consideration to plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that defendants contend to the contrary.

1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT
10 GIVENS, or according to proof;

11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,
12 or according to proof, and

13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,
15 and/or;

16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18 5. A judicial declaration that any agreement by and between the defendants
19 which purports to affect the rights of the plaintiff is void;

20 6. The imposition of a constructive trust upon any proceeds paid to The
21 HARRIS Defendants in satisfaction of the judgments;

22 7. An accounting, requiring the defendants to disclose to plaintiff the exact
23 arms of any and all settlement agreements reached between the defendants and any
24 consideration paid in satisfaction of the judgment;

25 8. A temporary restraining order, preliminary injunction and/or permanent
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in
27 the underlying judgments;

28 9. Its costs of suit;

- 1 10. Prejudgment interest, as provided by law; and
2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;
WASSERMAN, COMDEN &
CASSELMAN, L.L.P.

By: Stephen Caine

Peter Q. Ezzell
Nancy E. Lucas
Stephen M. Caine;
David B. Casselman
Leonard J. Comden
Attorneys for Plaintiff WASSERMAN,
COMDEN, CASSELMAN &
PEARSON, L.L.P.

LIST OF EXHIBITS

- A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS, INC.
- B. March 26, 2004, Court judgment in favor of HARRIS and her related business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
- C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the Judgment against KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended in the sum of \$213,890.27.
- D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the sum of \$304,000.00, plus interest.
- E. Notice of Settlement, filed June 17, 2005.
- F. Contingency Fee Agreement.

PROOF OF SERVICE BY MAIL

1
2
3 STATE OF CALIFORNIA }
4 COUNTY OF LOS ANGELES } ss.:
5 *WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS*
6 *BC 340196*

7 I am employed in the County of Los Angeles, State of California. I am over the age
8 of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite
9 800, Los Angeles, CA 90045-1574.

10 On April 3, 2006, I served on interested parties in said action the within:

11 FIRST AMENDED COMPLAINT

12
13 ☒ (MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on
14 the attached service list.

15 I am readily familiar with this firm's practice of collection and processing
16 correspondence for mailing. Under that practice it would be deposited with the U.S. postal
17 service on that same day with postage thereon fully prepaid at Los Angeles, California, in
18 the ordinary course of business. I am aware that on motion of party served, service is
19 presumed invalid if postal cancellation date or postage meter date is more than 1 day after
20 date of deposit for mailing in affidavit.

21 Executed on April 3, 2006, at Los Angeles, California.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24
25 Theresa Welsch
26 (Type or print name)

27 (Signature)

1	MAILING LIST	
2	WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS	
3	BC 340196	
4	David B. Casselman	Gary S. Soter
5	Wasserman Comden, Casselman & Pearson	Pearson, Soter, Warshaw & Penny
6	5567 Reseda Blvd., #330	15165 Ventura Blvd., #400
7	Tarzana, CA 91357	Sherman Oaks, CA 91403
8	Tel: 818-705-6800	Tel: 818-788-8300
9	Fax: 818-705-8634	Fax: 818-788-8104
10	hbblum@wccclaw.com	gsoter@pswplaw.com
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PROOF OF SERVICE BY OVERNIGHT DELIVERY

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch
(Type or print name)

(Signature)

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

1
2
3 Rex Julian Beaber Dermot Damian Givens
1546 Calmar Court 433 North Camden Dr., #600
4 Los Angeles, CA 90024 Beverly Hills, CA 90210
5 Tel: 557-1198 Tel: 310-854-8823
Fax: Fax: 323-878-0416
6 Xerxers@aol.com dermotg@aol.com
7 Debra V. Crawford Steven M. Goldberg
P.O. Box 373, SW Mission & 4th, #5 Russ, August & Kabat
8 Carmel, CA 93921-0373 12424 Wilshire Blvd., 12th Floor
Los Angeles, CA 90025
9 Tel: 831-624-2422 Tel: 310-979-8274
Fax: 831-624-2428 Fax: 310-826-6991
10 ddvcrawford@earthlink.net
11 Laurence D. Strick Larry Nagelberg
12 Law Office of Laurence D. Strick Nagelberg & Associates
339 N. Sycamore Ave., #2 The Tower, Suite 2150
13 Los Angeles, CA 90036 10940 Wilshire Blvd.
Los Angeles, CA 90024
14 Tel: (323) 964-5231 Tel: (310) 208-3220
Fax: (323) 964-8135 Fax: (310) 208-3830
15 larrystrick@yahoo.com
16
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Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc
Exhibit F - G Page 32 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 25
of 61

EXHIBIT A

DAVID B. CASSELMAN (SBN 81657)
DONALD WEISSMAN (SBN 67980)
WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

FILED

APR 14 2005

JOHN A. CLARKE, CLERK

BY ELIZABETH MARTINEZ, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGA
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
\$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON LLP.

By: 
5

I. DONALD WEISSMAN
6

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION
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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.
9567 ALESDA BOULEVARD, SUITE 330
P.O. BOX 7033
TAMANA, CALIFORNIA 91377-7033

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 
5

I. DONALD WEISSMAN

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION
6
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WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5557 REYES BOULEVARD, SUITE 300
SAN JOSE, CALIFORNIA 95138-7033
TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (SBN 81657)
2 I. DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
4 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

FILED
APR 14 2005
JOHN A. CLARKE, CLERK
BY ELIZABETH MARTINEZ, DEPUTY

5 Attorneys for Plaintiffs
6 LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 LYDIA HARRIS, LIFESTYLE
12 RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

13 Plaintiffs,

14 v.

15 KEVIN GILLIAM AKA BATTLECAT;
16 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
17 THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
18 LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
19 KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
20 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

21 Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

23 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

25 PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
26 and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
27 \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
28 March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

ORIGINAL FILED

MAR 09 2005

LOS ANGELES
SUPERIOR COURT

DAVID B. CASSELMAN (SBN 81657)
LDONALD WEISSMAN (SBN 67960)
WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS; LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sahigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND
DEATH ROW RECORDS, INC., ~~aka DEATH ROW RECORDS L.L.C. and THA ROW, INC.~~
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
for Default Prove-up Damages and the supporting declarations of Lydia Harris, LDonald
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 aka SUGE KNIGHT, ^{AND} ~~DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS LLC,~~~~
4 ~~and DEATH ROW, INC.~~, in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.

6
7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
8 pursuant to the statute IN THE AMOUNT OF \$.

9
10 Dated: MAR 09 2005

11 RONALD M. SOHIGIAN
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT

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WASSERMAN, CORDEN, CASSELMAN & PEARSON LLP
P.O. BOX 1000
5557 REBECCA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY OF JUDGMENT on ALL INTERESTED PARTIES in this action:

Dermot Damian Givens, Esq.
433 N. Camden Dr., Ste. 600
Beverly Hills, CA 90210

Attorney for defendant MARION H.
KNIGHT, DEATH ROW RECORDS
and THA ROW, INC.

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

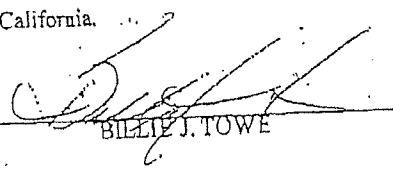
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 13, 2005, at Tarzana, California.


BILLIE J. TOWE

NOTICE OF ENTRY OF JUDGMENT

400205.1

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
TARZANA, CALIFORNIA 91357-7033
P.O. BOX 7033

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc
Exhibit F - G Page 40 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 33
of 61

EXHIBIT B

COPY

1 DAVID B. CASSELMAN (SEN 81657)
2 I.DONALD WEISSMAN (SEN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
4 5567 Reseda Boulevard, Suite 330
5 Post Office Box 7033
6 Tarzana, California 91357-7033
7 Telephone: (818) 705-6800 • (323) 872-0995
8 Facsimile: (818) 705-8147
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FILED

MAR 26 2004

JOHN A. CLARKE, CLERK
BY R. McGLATHLIN, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge David A. Workman - Dept. 40

[Complaint Filed: February 26, 2002]

ORDER CONFIRMING
ARBITRATION AWARD AND
JUDGMENT

ORDER

The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order
confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in
Department 40 for hearing by the court.

ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT

372694.1

1 Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their
2 attorney of record, LDONALD WEISSMAN, ESQ. of Wasserman, Comden, Casselman &
3 Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of
4 record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

5
6 Proof having been made to the satisfaction of the court that the petition should be
7 granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated
8 December 24, 2003, is confirmed in all respects and that judgment be entered in conformity
9 therewith.

10
11 DATED: March 26, 2004 By: David A. Workman
12 Judge of the Superior Court
13 DAVID A. WORKMAN

14 JUDGMENT

15 The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this
16 court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP.,
17 recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together
18 with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of
19 this proceeding in the sum of \$ _____.

20
21
22 DATED: March 26, 2004 By: David A. Workman
23 Judge of the Superior Court
24 DAVID A. WORKMAN

25
26
27
28
ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT

372694.1

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193

Counsel for Kevin Gilliam, p/k/a
Battlecat

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

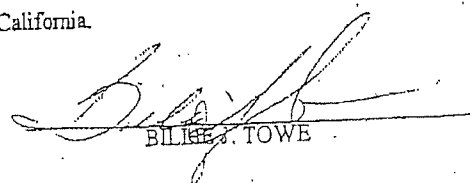
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 9, 2004, at Tarzana, California.


BILLIE J. TOWE

WADSWORTH, LORRICH, CASSELLMAN & PARRISON LLP
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc
Exhibit F - G Page 44 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 37
of 61

EXHIBIT C

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.

5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

DAVID B. CASSELMAN (SBN 81657)
DONALD WEISSMAN (SBN 67980)
HOWARD S. BLUM (SBN 60609)
WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 705-8147

UNFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk

By R. Arraigo Deputy
R. Arraigo

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5557 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

(40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00 per day. Said percentage is to be applied after priority payment to the Firm of costs expended in the sum of \$213,890.27

PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman & Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums transferred.

PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the content and existence of this lien.

DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 

DAVID B. CASSELMAN

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

PROOF OF SERVICE
Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC 268857)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On May 19, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

SEE ATTACHED LIST

☒ BY MAIL: By placing a true copy in a sealed envelope addressed as above, and placing it in the following ordinary business practices. I am readily familiar with the practice of collection and processing of correspondence matters for mailing with the United States Postal Service. All notices, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than 10 days after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT: I delivered the above-referenced document(s) to the above address(es).

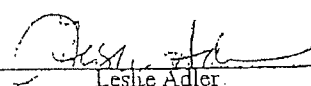
☐ BY FAX: I delivered a copy of the foregoing document(s) this date via telecopiers to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

May 19, 2005, at Tarzana, California.


Leslie Adler

SERVICE LIST

Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC226857)

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5551 NEVADA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1
2
3
4 Lydia Harris
3910 Daphne Street
Houston, TX 77021
5
6 Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
7 Los Angeles, California 90067-3206
Tel.: (310) 557-2900
8 Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat
9
10 Bart H. Williams, Esq.
Megan M. LaBelle, Esq.
MUNGER, TOLLES & OLSON, L.L.P.
11 355 South Grand Avenue, 35th Floor
Los Angeles, California 90071-1560
12 Tel: (213) 683-9295
Fax: (213) 687-3702
*Counsel for Interscope Records, Jimmy Iovine,
13 John A. McClain, III, Aftermath Records and
14 Andre Young*
15 Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
16 JEFFER, MANGELS, BUTLER &
MARMARO LLP
17 1900 Avenue of the Stars, Seventh Floor
Los Angeles, CA 90067-4308
18 Tel.: (310) 203-8080
Fax: (310) 203-0567
19 *Counsel for Marion H. Knight aka Suge Knight;
Death Row Records; Tha Row Records*
20
21 Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
22 Beverly Hills, CA 90212
23 Tha Row
8200 Wilshire Boulevard
24 P.O. Box 3037
Beverly Hills, CA 90212
25
26 Joseph A. Davis, Esq.
DAVIS AND WINSTON
9911 West Pico Boulevard
Suite 1400
27 Los Angeles, CA 900035
28 Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

New Image Media Corp.
c/o Lydia Harris
3910 Daphne Street
Houston, TX 77021
Alan S. Gutman, Esq.
LAW OFFICES OF ALAN S. GUTMAN
9401 Wilshire Boulevard, Suite 575
Beverly Hills, California 90212-2918
Tel: (310) 385-0700
Fax: (310) 385-0710
*Counsel for Sony Music Entertainment, Inc.,
Relativity Entertainment, Inc. aka Relativity
Records, Inc., Loud Records, LLC and
Loud Records, Inc.*
Joseph Golden, Esq.
Law Offices of Joseph Golden
10100 Santa Monica Boulevard; Suite 800
Los Angeles, CA 90067-4100
Tel.: (310) 772-2260
Fax: (310) 772-2299
*Counsel for TVT Records LLC and TVT Music,
Inc.*
George L. Mallory, Jr., Esq.
MALLORY & ASSOCIATES
1925 Century Park East, Suite 2000
Los Angeles, CA 90067-2701
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Fax: (310) 788-5570
Counsel for Hollywood Records, Inc.
Marion H. Knight
aka Suge Knight
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212
Suge Publishing
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 REBEKA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.
9 DANIEL J. AARON, P.C.
10 11 Madison Avenue, 12th Floor
11 New York, New York 10010
12 Tel: (212) 684-4466
13 Fax: (212) 684-5566
14 Co-Counsel for Koch Entertainment
15 Distribution

16 Dermot Damian Givens, Esq.
17 433 North Camden Drive, #600
18 Beverly Hills, CA 90210

James H. Turken, Esq.
Sharon A. Urias, Esq.
THELEN, REID & PRIEST LLP
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Los Angeles, California 90071-3048
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Fax: (213) 576-8080
Counsel for Priority Records, LLC

Eve H. Wagner, Esq.
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Los Angeles, California 90067
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Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc
Exhibit F - G Page 50 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 43
of 61

EXHIBIT D

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (Bar No. 81657)
2 I. DONALD WEISSMAN (Bar No. 67980)
3 HOWARD S. BLUM (Bar No. 60603)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
Tarzana, California 91357-7033
Telephone: (818) 705-6800 • (323) 872-0995
Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
7 HARRIS and NEW IMAGE MEDIA
CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 LYDIA HARRIS, LIFESTYLE
13 RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

14 Plaintiffs,

15 vs.

16 KEVIN GILLIAM AKA BATTLECAT;
17 MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
18 THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
19 KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
20 KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
21 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

22 Defendants.
23

CASE NO. BC268857

NOTICE OF ATTORNEY LIEN

Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

[Complaint Filed: February 26, 2002]

24
25 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
26 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
27 PARTIES:
28

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

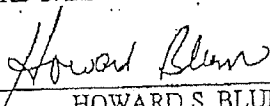
1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
J. DONALD WEISSMAN
HOWARD S. BLUM

19
20
21 By: 
22 HOWARD S. BLUM
23 Former Attorneys for Plaintiffs LYDIA HARRIS
24 and NEW IMAGE MEDIA CORPORATION
25
26
27
28

PROOF OF SERVICE

HARRIS V. GILLIAM

Case No. BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is 5567 Reseda Boulevard, Suite 330, Tarzana, California 91356. I am over the age of eighteen years and am not a party to the within action;

On September 9, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 9, 2005, at Tarzana, California.

Natalie M. Halpern

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

SERVICE LIST
HARRIS V. KNIGHT, MARIN 'SUGE'
BC268857

Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
JEFFER, MANGELS, BUTLER &
MARMARO LLP
1900 Avenue of the Stars
Seventh Floor
Los Angeles, CA 90067-4308
Telephone: (310) 203-8080
Facsimile: (310) 203-0567

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

Dermot Damian Givens, Esq.
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Suite 600
Beverly Hills, CA 90210

Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records

Hayes F. Michel, Esq.
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Attorneys for KEVIN GILLIAM aka
BATTLECAT

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
8567 RESEDA BOULEVARD, SUITE 530
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

726281.1

NOTICE OF ATTORNEY LIEN

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc
Exhibit F - G Page 55 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 48
of 61

EXHIBIT E

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, Bar number, and address): Lydia Harris 3910 Daphne Houston, TX 77021 FAX NO. (Optional): E-MAIL ADDRESS (Optional): (281) 330-4453 ATTORNEY FOR (Name):		CM-200 FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK BY <i>E. Martinez</i> ELIZABETH MARTINEZ, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 W. Hill St. MAILING ADDRESS: L.A., CA 90011 CITY AND ZIP CODE: Central District			
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Marion 'Sgt' Knight - Death Row Inc. Records			
NOTICE OF SETTLEMENT		CASE NUMBER: BC 268 857 JUDGE: Ronald M. Schirmer DEPT: 41	

<p align="center">NOTICE TO PLAINTIFF</p> <p>If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.</p>
--

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This case has been settled. The settlement is:
 - a. ☐ Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - b. ☒ Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
2. Date initial pleading filed: February 26, 2002
3. Next scheduled hearing or conference:
 - a. Purpose:
 - b. Date: Time:
4. Trial date:
 - a. ☒ No trial date set.
 - b. ☐ Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY WITHOUT ATTORNEY)

Lydia Harris
(SIGNATURE)

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc
Exhibit F - G Page 57 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 50
of 61

EXHIBIT F

HASSERMAN, COMDEN & CASSELMAN L.L.P.
3367 Reseda Boulevard, Suite 330
Post Office Box 7633
Torrance, California 90505-7633
(310) 785-6100 (310) 472-0995
Fax (310) 891-8266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Ludie Harris and New Image Entertainment, Inc. and Lifestyle Records, Inc., hereinafter referred to as "Client," and Hasserman, Comden & Casselman L.L.P., hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representative regarding matters concerning litigation, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, either counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, for arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (The list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at 31 1/2/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at 30¢/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility to Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Affecting Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Form of Recovery as Affecting Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable in \$100/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions Awards Not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's cost account when received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Lien: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed therein, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserman, Comden & Caselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

AK
(CLIENT'S INITIALS)

MSR
(WCC)

11. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Revere Blvd., Suite 330, Torrance, CA 91357 (place) on January 25, 2002

ATTORNEY:

CLIENT:

WASSERMAN, COMDEN, CASELMAN & PEARSON L.L.P.

LYDIA HARRIS

BY: Martin S. Rudoy
MARTIN S. RUDDY

Lydia Harris
7010 W. Avenue K, Suite 624
Laurelton, CA 91534

5567 Revere Boulevard, Suite 330
Torrance, California 91357

Telephone: (Cell) 310-394-2704

(818) 705-6100

Facsimile: 323-291-7317

Facsimile: (818) 345-0162

FIRM: DATE: April 4, 2006
HAIGHT, BROWN AND BOY STEEL
6080 CENTER DRIVE, SUITE 800 COURT/ LASC
LOS ANGELES, CA 90045 BRANCH: Central
CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v. Harris
PHONE #: (310) 215-7100 DOCUMENTS:
FAX #: (310) 215-7300 First Amended Complaint
ATTENTION OF: S. Cain/T. Welsch
EXT: 7739
ATTY FILE #: WC11-0007

CH7429065

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

(213) 628-6338 1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017
Janney & Janney
attorney service, inc.

MADEIRA (02/04)

PLEASE TEAR PERFS OFF THIS SIDE ONLY / RETAIN LAST COPY

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

☒ FILE & CONFORM

☐ ISSUE

☐ RECORD

☐ COPY

☐ CERTIFY

☐ OTHER (specify):

☐ ADVANCE FEES

☐ CHECK ATTACHED \$



DO TODAY

APPEARANCE FEES PAID: ☐ YES ☐ NO

IF YES, DATE PAID: _____

STATUTE-DATE: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT: _____

☐ ASSIGNMENT COMPLETED BY _____ INITIALS

☐ REJECTED

☐ ATTY. CALLED _____ SPOKE WITH _____ DATE

☐ BILLING TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
ATTORNEY'S FILE COPY

FIRM: HAIGHT, BROWN AND BO STEEL
2080 CENTER DRIVE, SUITE 800/ LASC
LOS ANGELES, CA 90045 BRANCH: Central

CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v Harris

PHONE #: (810) 215-7100 DOCUMENTS:
FAX #: (810) 215-7300 First Amended Complaint

ATTENTION OF: S. Caine/T. Welsch Redline Version of same.
EXT: 7729
ATTY FILE #: WC11-0007

CH7429064

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

Janney & Janney
attorney service, inc.
(213) 628-6338 1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

PLEASE TEAR PERFS OFF THIS SIDE ONLY / RETAIN COPY

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☐ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☒ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$ _____



DO TODAY

Deliver the attached documents to the
Clerk in Dept. 41 as a courtesy copy
of documents being filed today.

APPEARANCE FEES PAID: ☐ YES ☐ NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT: _____

☐ ASSIGNMENT COMPLETED BY _____ INITIALS _____

☐ REJECTED

☐ ATTY. CALLED _____ DATE _____ SPOKE WITH _____

☐ BILLING TO FOLLOW

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

ATTORNEY'S FILE COPY

fedEx. US Airbill
Express

FedEx Tracking Number 8569 4066 0358

From Please print and press hard
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company Haight Brown Bonesteel

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007

To Recipient's Name Dermot Damian Givens Phone (310) 854-8823

Recipient's Address 433 North Camden Drive #600

Address Beverly Hills State CA ZIP 90210

0332443625



Store your addresses at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business day, 7:00 a.m. - 7:00 p.m. Delivery not available on Saturdays. Delivery not available on Sundays.

☒ FedEx Standard Overnight
Next business day, 12:00 p.m. - 7:00 p.m. Delivery not available on Saturdays. Delivery not available on Sundays.

☐ FedEx 2Day
Second business day, 7:00 a.m. - 7:00 p.m. Delivery not available on Saturdays. Delivery not available on Sundays.

☐ FedEx Express Saver
Third business day, 7:00 a.m. - 7:00 p.m. Delivery not available on Saturdays. Delivery not available on Sundays.

4b Express Freight Service

☐ FedEx 1Day FreightSM
Next business day, 7:00 a.m. - 7:00 p.m. Delivery not available on Saturdays. Delivery not available on Sundays.

☐ FedEx 2Day FreightSM
Second business day, 7:00 a.m. - 7:00 p.m. Delivery not available on Saturdays. Delivery not available on Sundays.

5 Packaging

☐ FedEx EnvelopeSM ☒ FedEx PakSM ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx Priority Overnight, FedEx Express Saver, or FedEx 2Day Freight.

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx Priority Overnight, FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

7 Payment

☒ Sender Bill Me ☐ Recipient Bill Me ☐ Third Party Bill Me ☐ Credit Card ☐ Cash/Check

8 NEW Residential Delivery Signature Options

☐ No Signature Required
Packages may be left without a signature if the shipper has indicated this option.

☐ Direct Signature
Anyone at the address may sign for the package. Free applicator.

☐ Indirect Signature
Signature is required at the address. Free applicator.

517

fedEx. US Airbill
Express

FedEx Tracking Number: 8569 4066 0369

From: *Please print and press hard*
Date: 3/31/06 Sender's FedEx Account Number: 0904-1912-9

Sender's Name: Stephen M. Caine Phone: (310) 215-7801

Company: HAIGHT BROWN BONESTEEL

Address: 6080 CENTER DR STE 800

City: LOS ANGELES State: CA ZIP: 90045

Your Internal Billing Reference: WC11-0007 GPT:011A:

To:
Recipient's Name: Debra V. Crawford Phone: (831) 624-2422

Address: SW Mission & 4th, #5

Address: Carmel State: CA ZIP: 9392100373

0332443625

Senders Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning. Delivery guaranteed by 8:00 AM. Delivery not available on Saturdays and Sundays.

☒ FedEx Standard Overnight
Next business morning. Delivery guaranteed by 10:00 AM. Delivery not available on Saturdays and Sundays.

☐ FedEx 2Day
Second business day. Delivery guaranteed by 5:00 PM. Delivery not available on Saturdays and Sundays.

☐ FedEx Express Saver
Third business day. Delivery guaranteed by 4:00 PM. Delivery not available on Saturdays and Sundays.

4b Express Freight Service

☐ FedEx 1Day Freight[®]
Next business day. Delivery guaranteed by 10:00 AM. Delivery not available on Saturdays and Sundays.

☐ FedEx 2Day Freight[®]
Second business day. Delivery guaranteed by 10:00 AM. Delivery not available on Saturdays and Sundays.

5 Packaging

☐ FedEx Envelope[®] ☒ FedEx Pak[®] ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx Priority Overnight, FedEx Express, or FedEx 2Day Freight.

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx Standard Overnight, FedEx Priority Overnight, FedEx Express, or FedEx 2Day Freight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day Freight.

7 Payment

☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

8 NEW Residential Delivery Signature Options

☐ No Signature Required
For use only on non-hazardous, non-fragile, non-perishable, non-valuable items.

☐ Direct Signature
Requires recipient's signature at delivery.

☐ Indirect Signature
Requires signature of someone at the delivery address.

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

 **Ship and track packages at fedex.com**
 Ship, log, track, manage your account. Access all the tools you need.

PULL AND REMAIN THIS LONG BEFORE MOVING TO THE NEXT POSITION.

edEx. US Airbill
Express

FedEx
Tracking
Number

8569 4066 0472

From *Please print and print hard*

Date 3/31/06 Sender's FedEx Account Number 0704-1712-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007 First 24 characters will appear on invoice.

To Recipient's Name Steven M. Goldber Phone (310) 979-8274

Russ August & Kabat.

Address 12424 Wilshire Blvd., Ste. 12th FL

City Los Angeles State CA ZIP 90025

0332443625



Store your addresses at fedex.com

Improve your shipping. Manage your accounts. Access all the tools you need.



4a Express Package Service

☐ FedEx Priority Overnight Next business morning. * Priority shipments will be delivered on Monday unless SATURDAY Delivery is selected. ☒ FedEx Standard Overnight Next business afternoon. * Saturday Delivery NOT available. ☐ FedEx First Overnight Earliest next business morning delivery to select locations. * Saturday Delivery NOT available.

☐ FedEx 2Day Second business day. * Thursday shipments will be delivered on Friday unless SATURDAY Delivery is selected. ☐ FedEx Express Saver Third business day. * Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight Next business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. ☐ FedEx 2Day Freight Second business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. ☐ FedEx 3Day Freight Third business day. * Saturday Delivery NOT available.

* Call for Confirmation. ** To avoid confusion.

5 Packaging

☐ FedEx Envelope* ☒ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other

* Requires proper taping.

6 Special Handling

☐ SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight. ☐ HOLD Weekdays at FedEx Location Include FedEx address in Section 3. NOT Available for FedEx First Overnight. ☐ HOLD Saturday at FedEx Location Include FedEx address in Section 3. Available ONLY for FedEx Priority Overnight and FedEx 2Day in select locations.

☒ No ☐ Yes Do you have special handling requirements? ☐ Yes Shipper's Declaration and Insurance. ☐ Dry Ice Dry Ice, ICA 1105. ☐ Cargo Aircraft Only

7 Payment Bill to: ☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

For request of package to hold as a specific FedEx location, please FedEx address here.

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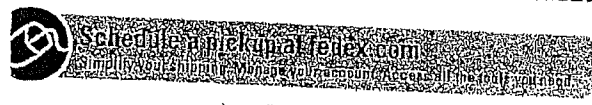
For request of package to hold as a specific FedEx location, please FedEx address here.

For request of package to hold as a specific FedEx location, please FedEx address here.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

FedEx US Airbill
Express

From *Please print and print hard*
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9
Sender's Name Stephen M. Caine Phone (310) 215-7801
Company HAIGHT BROWN BONESTEEL
Address 6080 CENTER DR STE 800
City LOS ANGELES State CA ZIP 90045
Your Internal Billing Reference WC11-0007 OFFICE
To
Recipient's Name Larry Nagelberg Phone (310) 208-3220
Nagelberg & Associates
The Tower, Suite 2150
Address 10940 Wilshire Blvd.
City Los Angeles State CA ZIP 90024
0332443625



Senders Copy

4a Express Package Service
☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx First Overnight
☐ FedEx 2Day
☐ FedEx Express Saver
☐ FedEx 2Day Freight
☐ FedEx 3Day Freight

4b Express Freight Service
☐ FedEx 1Day Freight
☐ FedEx 2Day Freight
☐ FedEx 3Day Freight

5 Packaging
☐ FedEx Envelope
☒ FedEx Pak
☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling
☐ SATURDAY Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location
☐ Dry Ice
☐ Cargot Aircraft Only

7 Payment
☒ Sender
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

8 NEW Residential Delivery Signature Options
☐ No Signature Required
☐ Direct Signature
☐ Indirect Signature

519

FedEx US Airbill

From **Sender's Name** **Stephen M. Caine** **Company** **HAIGHT BROWN BONESTEEL** **Address** **6080 CENTER DR STE 800** **City** **LOS ANGELES** **State** **CA** **ZIP** **90045** **Sender's Phone** **(310) 215-7801** **Sender's Fax** **(310) 215-7801** **Our Internal Billing Reference** **WC11-0007** **Recipient's Name** **Rex Julian Beaber** **Address** **1546 Calmar Court** **City** **Los Angeles** **State** **CA** **ZIP** **90024** **Tracking Number** **8569 4066 0347** **0332443625**

Schedule a pickup at fedex.com

Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx 2Day
☐ FedEx 1Day Freight

4b Express Freight Service

☐ FedEx 1Day Freight
☐ FedEx 2Day Freight

5 Packaging

☐ FedEx Envelopes
☒ FedEx Pak
☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling

☐ SATURDAY Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location

7 Payment Method

☒ Sender
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

8 NEW Residential Delivery Signature Options

☐ No Signature Required
☐ Direct Signature
☐ Indirect Signature

1	MAILING LIST	
2	WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS	
3	BC 340196	
4	Rex Julian Beaber	Gary S. Soter
5	1546 Calmar Court	Pearson, Soter, Warshaw & Penny
6	Los Angeles, CA 90024	15165 Ventura Blvd., #400
7	Tel: 557-1198	Sherman Oaks, CA 91403
8	Fax:	Tel: 818-788-8300
9	Xerxers@aol.com	Fax: 818-788-8104
10		gsoter@pswplaw.com
11	David B. Casselman	Dermot Damian Givens
12	Wasserman Comden, Casselman & Pearson	433 North Camden Dr., #600
13	5567 Reseda Blvd., #330	Beverly Hills, CA 90210
14	Tarzana, CA 91357	Tel: 310-854-8823
15	Tel: 818-705-6800	Fax: 323-878-0416
16	Fax: 818-705-8634	dermotg@aol.com
17	hblum@wccclaw.com	
18	Kevin Gilliam	Debra V. Crawford
19	1502 South Alpine Dr.	P.O. Box 373, SW Mission & 4 th , #5
20	West Covina, CA 91791	Carmel, CA 93921-0373
21	[Pro Per]	Tel: 831-624-2422
22		Fax: 831-624-2428
23		ddvcrawford@earthlink.net
24	Steven M. Goldberg	Laurence D. Strick
25	Russ, August & Kabat	Law Office of Laurence D. Strick
26	12424 Wilshire Blvd., 12 th Floor	339 N. Sycamore Ave., # 2
27	Los Angeles, CA 90025	Los Angeles, CA 90036
28	Tel: 310-979-8274	Tel: (323) 964-5231
29	Fax: 310-826-6991	Fax: (323) 964-8135
30	sgoldberg@raklaw.com	larrystrick@yahoo.com
31	Larry Nagelberg	
32	Nagelberg & Associates	
33	The Tower, Suite 2150	
34	10940 Wilshire Blvd.	
35	Los Angeles, CA 90024	
36	Tel: (310) 208-3220	
37	Fax: (310) 208-3830	
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EXHIBIT 9

EXHIBIT 9

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor MARION H. KNIGHT, JR.	Case Number LA06-11187 EC	<div style="border: 1px solid black; padding: 10px; text-align: center;"> FILED MAY - 4 2006 <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA By <i>Fy2ee</i> Deputy Clerk</small> </div> <p style="text-align: right; margin-top: 20px;">This space is for Court use only.</p>
<p><small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small></p>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): MICHAEL RAY HARRIS	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Steven M. Goldberg, Esq. Russ August & Kabat 12424 Wilshire Bl #1200 Los Angeles, CA 90025 Telephone number: (310) 826-7474		
Last four digits of account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1. Basis for Claim</p> <p><input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Court Judgment</u></p> </div> <div style="width: 50%;"> <p><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below)</p> <p>Last four digits of your Social Security number: _____</p> <p>Unpaid compensation for services performed from _____ (date) to _____ (date)</p> </div> </div>		
2. Date debt was incurred: <u>March 9, 2005</u>		3. If court judgment, date obtained: <u>March 9, 2005</u>
<p>4. Total Amount of Claim at Time Case Filed: <u>\$117,318,631.50</u> (unsecured) (secured) (priority) (Total)</p> <p>If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		
<p>5. Secured Claim.</p> <p><input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).</p> <p>Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____</p> <p>Value of Collateral: \$ _____</p> <p>Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____</p>	<p>7. Unsecured Priority Claim.</p> <p><input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority.</p> <p>Amount entitled to priority \$ _____</p> <p>Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p> <p><small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/06. Pub. L. 109-8</small></p>	<p>6. Unsecured Nonpriority Claim. <u>\$117,318,631.50</u></p> <p><input checked="" type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority.</p>
<p>8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>		This space is for Court use only.
Date 5/3/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney if any): <i>Steven M. Goldberg</i> STEVEN M. GOLDBERG, ESQ.	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

ITEMIZATION OF ADDITIONAL CHARGES

Original Judgment: \$107,000,000 (see attached Judgment in LASC Case No. BC 268857)

Statutory Interest: 10% per annum as follows—

\$29,315.07 per day from entry of judgment (March 9, 2005) through payment of
\$1,000,000 on May 27, 2005 = \$2,315,890.50.

\$29,041.10 (daily rate of interest on reduced amount of judgment (\$106,000,000))
per day from May 27, 2005 to date case filed, April 04, 2006 = \$9,002,741.00.

Total Statutory Interest: \$11,318,631.50.

Total payments against judgment by debtor: \$1,000,000.

Total claim as of date case filed: \$117,318,631.50

F.D.

FILED

LOS ANGELES SUPERIOR COURT

MAR 09 2005

JOHN A. CLARKE, CLERK

By: *A. Castle*

H. CASTLE

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
4 5567 Reseda Boulevard, Suite 330
5 Post Office Box 7033
6 Tarzana, California 91357-7033
7 Telephone: (818) 705-6800 • (323) 872-0995
8 Facsimile: (818) 705-8147

9 Attorneys for Plaintiffs
10 **LYDIA HARRIS and NEW IMAGE MEDIA**
11 **CORPORATION**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 **LYDIA HARRIS, LIFESTYLE**
15 **RECORDS, INC., AND NEW IMAGE**
16 **MEDIA CORP..**

17 Plaintiffs,

18 v.

19 **KEVIN GILLIAM AKA BATTLECAT;**
20 **MARION H. KNIGHT AKA SUGE**
21 **KNIGHT; DEATH ROW RECORDS;**
22 **THA ROW, INC.; DAVID E. KENNER;**
23 **DAVID E. KENNER PROFESSIONAL**
24 **LAW CORPORATION; DAVID E.**
25 **KENNER, A PROFESSIONAL**
26 **CORPORATION; THE DAVID E.**
27 **KENNER TRUST; INTERSCOPE**
28 **RECORDS; JIMMY IOVINE; JOHN T.**
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, ~~and~~
DEATH ROW RECORDS, INC., ~~and~~ ~~DEATH ROW RECORDS E.L.C.~~ ~~and~~ ~~THA ROW, INC.~~,
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 aka SUGE KNIGHT, ~~and~~ ^{and} DEATH ROW RECORDS, INC., ~~aka DEATH ROW RECORDS, L.C.,~~
4 ~~and THA ROW, INC.~~ in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.
6

7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
8 pursuant to the statute *in the amount of \$* _____
9

10 Dated: 3-9-05

11 *Roued M. Solizian*
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT
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WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 REBEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) DEBRA VANIMAN CRAWFORD, SBN 116222 LAW OFFICES OF CRAWFORD & CRAWFORD P.O. Box 373 SW Mission & 4th Carmel, California 93921-0373 TELEPHONE NO.: 831-624-2422 FAX NO. (Optional) E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): LYDIA HARRIS		FL-180 FOR COURT USE ONLY FILED DEC 23 2005 LISA M. GALDOS CLERK OF THE SUPERIOR COURT C.J. CAMACHO DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: 1200 Aguajito Road CITY AND ZIP CODE: Monterey, CA 93940 BRANCH NAME: MONTEREY		
MARRIAGE OF PETITIONER: MICHAEL RAY HARRIS RESPONDENT: LYDIA HARRIS		
JUDGMENT <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: DATE OF FILE STAMP DEC 23 2005		
CASE NUMBER: DR 43369		

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders. The restraining orders are contained on page(s) of the attachment. They expire on (date):
2. This proceeding was heard as follows: ☐ Default or uncontested ☐ By declaration under Family Code section 2336
☒ Contested
a. Date: 11-14-05 Dept.: 13 Room:
b. Judicial officer (name): ADRIENNE M. GROVER ☐ Temporary Judge
c. ☒ Petitioner present in court ☒ Attorney present in court (name): STEVEN M. GOLDBERG
d. ☒ Respondent present in court ☒ Attorney present in court (name): DEBRA V. CRAWFORD
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
f. ☒ Other (specify name): Attorney for
Petitioner: DAN GOLDMAN
3. The court acquired jurisdiction of the respondent on (date): June 9, 2005
a. ☒ The respondent was served with process.
b. ☐ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
(1) ☒ on (specify date): SAME DATE AS FILE STAMP DEC 23 2005
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
b. ☐ Judgment of legal separation is entered.
c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d. ☐ This judgment will be entered nunc pro tunc as of (date):
e. ☐ Judgment on reserved issues.
f. The ☐ petitioner's ☐ respondent's former name is restored to (specify):
g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

12 DEC. 13. 2005 10:21 AM 18316 RUSS AUGUST & KABAT

CRAWFORD & CRAWFORD

NO. 8028 P. 2/4 82/04

1 PURSUANT TO STIPULATION OF THE PARTIES RECITED IN COURT, IT IS HEREBY
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3
4 1. Of the monies received by Respondent from Marlon Knight to date, Sixty
5 Thousand (\$60,000) shall be paid to an individual per agreement of the parties. One
6 Hundred and Seventy-Nine Thousand Dollars (\$179,000) shall be given to Petitioner
7 and Two Hundred Thousand Dollars (\$200,000) shall be retained by Respondent.

8 Each party shall pay one-half of the copying costs for the Xenon case out of said
9 money.

10 Respondent shall put Two Hundred Six Thousand Dollars (\$206,000) in escrow
11 for potential fees or costs in LASC Case BC 288857.

12 Each party shall pay taxes, if any, on their share of said money.

13 2. Each party is awarded one-half of the net profits of the DVD on the
14 documentary "Welcome to Death Row."

15 3. Any and all major decisions on the lawsuit regarding the "Welcome to Death
16 Row" documentary versus Xenon shall be made by the parties jointly. The net proceeds
17 of said lawsuit shall be divided equally by the parties. The costs shall be shared equally
18 by the parties and shall be advanced, if possible. Respondent will keep Petitioner
19 advised of all developments in the case, and shall provide him with copies of all filed
20 documents to date at Petitioner's expense.

21 4. Each party shall receive one-half of the net proceeds from the Battlecat
22 Judgment in LASC Case BC 288857, which was an arbitrated judgment.

23 Petitioner is awarded the Battlecat masters. Respondent shall arrange for
24 shipment of said masters to Petitioner at his cost and direction.

25 Petitioner shall license the songs from the Battlecat masters in the documentary
26 "Married to the Game" to Respondent at no cost. Each party shall be awarded one-half
27 of the net proceeds of the "Married to the Game" DVD, but Respondent shall have
28

Judgment; Marriage of Harris; DR 43369

12 DEC. 13. 2005 10:21 AM 1031 ERUSS AUGUST & KABAT

CRAWFORD & CRAWFORD

NO. 8028 P. 3/4 03/04

1 management and control over the "Married to the Game" DVD. No salary shall be paid
2 to Respondent in determining net proceeds.

3 5. The corporation KDA is awarded to Respondent.

4 6. The restaurant Dasha's Soul Food is awarded to Respondent.

5 7. The proceeds from the "Married to the Game" book is awarded to
6 Respondent.

7 8. O Lydia, a company, is awarded to Respondent. However, one-half of the
8 net proceeds from the "Married to the Game" DVD is awarded to each party.

9 9. The parties shall cooperate to consolidate their ongoing business concerns
10 which are community property and from which they are each getting profits into a
11 company to be created called Harris Enterprises.

12 10. The company Dream On Production is awarded to Respondent, except for
13 one-half of the net royalties from "Married to the Game" DVD shall be awarded to each
14 party.

15 11. Petitioner's life story is awarded to Petitioner.

16 12. Nu Image Media is awarded to Petitioner after the One Hundred Seven
17 Million Dollar judgment in LASC Case BC 288857 has been collected or compromised to
18 the satisfaction of Petitioner and Respondent.

19 13. The proceeds of Los Angeles Superior Court Case BC 268857 are
20 community property. The allocation to the parties is reserved as to how much of said
21 proceeds shall be awarded to each party.

22 The fees and costs to Casselman's firm when they are determined shall be
23 divided between the parties on an equal basis. Each party shall pay their own fees and
24 costs in the case of Casselman versus Harris which is Los Angeles Superior Court case
25 BC 340196.

26 14. The issue of child support is reserved.

27 15. Child custody jurisdiction is in the State of Texas. The parties have stated
28

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1 their intent that Respondent will bring the child of the parties to visit Petitioner once
2 every two months until the child is 18 years of age.

3 16. The parties jointly support a motion for the appointment of a receiver for the
4 collection of the judgment in LASC Case BC 268857.


5 17. Each party shall pay their own attorneys fees and costs in this case to date.

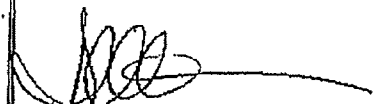
6 18. The Court reserves jurisdiction over the executory portions of this judgment
7 including the formation of Harris Enterprises.

8 19. The trial on the issue of the allocation of the proceeds of LASC Case BC
9 268857 is set for January 30, 2006, at 9:00 a.m. in Department 13 of this Court.


10 20. The parties shall exchange Preliminary Declarations of Disclosure forthwith.
11 The Final Declarations of Disclosure are waived.

12 APPROVED AS TO FORM AND CONTENT:

13
14 
15 STEVEN M. GOLDBERG,
16 Attorney for Petitioner,
17 MICHAEL HARRIS

18 
19 DEBRA VANIMAN CRAWFORD,
20 Attorney for Respondent,
21 LYDIA HARRIS

12-23-05

22 
23 ADRIENNE M. GROVER,
24 Judge of the Superior Court
25
26
27
28

Hon. Stephen E. Haberfeld, Discovery Referee
JAMS
707 Wilshire Blvd., 46th Fl.
Los Angeles, CA 90017
Tel.: 213-353-9711
Fax: 213-620-0100
E-Mail: judgehaberfeld@comcast.net

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

MICHAEL RAY HARRIS,
Petitioner,
vs.
LYDIA HARRIS,
Respondent.

Case No. DR 43369

REFEREE'S ORDER GRANTING
PETITIONER'S MOTION TO COMPEL
MARION H. "SUGE" KNIGHT TO
PRODUCE DOCUMENTS RESPONSIVE
TO PETITIONER'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

Hearing

Date: January 5, 2006
Time: 5:15 p.m.
Place: Via Conference Call
Referee: Hon. Stephen E. Haberfeld

Petitioner Michael Ray Harris's ("Petitioner's") motion to compel Marion H. "Suge" Knight ("Mr. Knight") to respond and produce documents responsive to Petitioner's first set of requests for production of documents ("Motion") was expressly and specifically referred to the undersigned discovery referee ("Referee") by the Court's Order, dated December 13, 2005 -- which also appointed the Referee. Steven M. Goldberg, Esq. and Dan Goldman, Esq. of the

Referee

1

[PROPOSED] ORDER

1 law firm of Russ August & Kabat appeared and participated with the Referee in a telephonic
2 hearing on the Motion --- which hearing was set by stipulation, including the agreement of
3 Dermot D. Givens, Esq. counsel for Mr. Knight, during a telephonic Status Conference held on
4 January 4, 2006. Debra Crawford, Esq. of the law firm of Crawford & Crawford, counsel for
5 Respondent Lydia Harris in this proceeding --- having been apprised of the stipulated and
6 ordered telephonic hearing during the aforesaid Status Conference --- stated that she did not
7 intend to participate in the hearing on the Motion.

8 Mr. Givens did not appear or participate in the hearing on the Motion, as agreed and
9 accordingly so ordered, or communicate with either the Referee or Petitioner's counsel after the
10 January 4, 2006 Status Conference and before or during the hearing on the Motion concerning
11 that hearing or at all.

12 All participants in the January 4, 2006 Status Conference knew the date, time and call-in
13 information for the hearing on the Motion. Messrs. Goldberg and Goldman dialed in for the
14 telephonic hearing, as agreed and ordered, shortly after 5:15 p.m. (PT). The Referee was already
15 on the line. After waiting for Mr. Givens for approximately five minutes, at approximately 5:20
16 p.m. (PT), the Referee stated that the Referee would go off line until the earlier of being
17 contacted that Mr. Givens had joined the conference call or 5:30 p.m. (PT), at which time the
18 Referee would dial back into the conference call and discuss with whoever was on the line at that
19 time what next to do.

20 At approximately 5:30 p.m. (PT) --- not having been contacted by anyone concerning that
21 or whether Mr. Givens had joined the conference call for the hearing --- the Referee dialed back
22 into the conference call and ascertained that Mr. Givens was not on the line. Petitioner's
23 counsel, Mr. Goldberg, represented to the Referee that Mr. Givens had not joined the conference
24 call at any time prior to the Referee's re-joining the conference call at 5:30 p.m. (PT) and that
25 Mr. Goldberg had unsuccessfully tried to contact Mr. Givens about his joining the telephonic
26 hearing on the Motion during the approximately ten minute (5:20-5:30 p.m. (PT)) interval when
27 the Referee was off-line. Mr. Goldberg represented that he had called Mr. Givens' cell phone
28 and that Mr. Givens did not answer, and Mr. Goldberg left a message, and that Mr. Goldberg

Referee)

2

[PROPOSED] ORDER

1 additionally sent Mr. Givens an e-mail, but Mr. Givens did not respond or call in to the
2 conference call.

3 At approximately 5:35 p.m. (PT), the Referee ruled that --- in view of the above-
4 referenced facts and circumstances, and good cause appearing --- the stipulated and ordered
5 telephonic hearing on the Motion would go forward, and the Referee made the following ruling
6 and order concerning the Motion during the hearing which lasted until approximately 5:45 p.m.
7 (PT).

8 Based on careful consideration of the papers submitted by Petitioner and Mr. Knight in
9 support of and in opposition to Petitioner's motion to compel Mr. Knight to produce, without
10 objection, all documents responsive to Petitioner's First Set of Requests for Production of
11 Documents ("document request") and, after a hearing and good cause appearing, it is hereby
12 ORDERED as follows. Petitioner's motion to compel is granted as to the production of all
13 documents requested to be produced by Mr. Knight in Petitioner's document request. Mr.
14 Knight is hereby ordered to produce, without objection, all documents in his possession, custody
15 and/or control which are responsive to Petitioner's document request, immediately prior to the
16 commencement of the taking of Mr. Knight's ordered deposition on Tuesday, January 10, 2006
17 at 10:00 a.m., at JAMS, 707 Wilshire Boulevard, 46th Floor, Los Angeles, California 90017.
18 Petitioner's request for monetary sanctions in connection with the Motion is reserved.

19 Immediately prior to the conclusion of the hearing on the Motion, the Referee requested
20 that Petitioner's counsel prepare, submit to the Referee and disseminate to all participants in the
21 discovery reference, including the Wasserman Comden firm, a proposed form of order for the
22 Referee's review and signature, reflecting the Referee's rulings and orders made during the
23 hearing on the Motion.

24 DATED: January 6, 2006


25 STEPHEN E. HABERFELD
26 Discovery Referee
27
28

Referee1

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd. 46th Floor, Los Angeles, CA 90017.

On January 6, 2006, I served the foregoing document described as REFEREE'S ORDER GRANTING PETITIONER'S MOTION TO COMPEL MARION H. "SUGE" KNIGHT TO PRODUCE DOCUMENTS RESPONSIVE TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS in the matter of MICHAEL RAY HARRIS V. LYDIA HARRIS to interested parties in this action, as follows:

ORIGINAL FILED TO: (Via fax & mail)

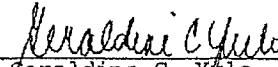
Hon. Adrienne Grover
Monterey Courthouse
1200 Aguajito Road
Courtroom #13
Monterey, CA 93940
Fax: 831-647-5897

(SEE ATTACHED SERVICE LIST)

(X) BY MAIL: as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Los Angeles, California.

(X) BY FACSIMILE TRANSMISSION: I caused the above-referenced document(s) to be transmitted to the above-named person(s) at the telecopy numbers on the attached list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 6, 2006.



Geraldine C. Yulo

CA001 - JAMS, Inc. Service List



1/6/2006

Reference # : 1220034123
Case Name : Harris, Michael Ray vs. Harris, Lydia
Case Type: FAMI
Referring Judge:
Panelist: Haberfeld, Stephen E.,

2 **Goldberg, Steven M.**

Steven M. Goldberg (Active)
Russ, August & Kabat PETI Petitioner
12424 Wilshire Blvd. Main Phone # 310-826-7474
Suite 1200 Direct Phone #
Los Angeles, CA 90025 FAX # 310-826-6991
sgoldberg@raklaw.com
Party Represented :

Michael Ray Harris

3 **Glvens, Dermot**

Dermot Glvens (Active)
L/O Dermot Glvens REBP Respondent
433 Camden Dr. Main Phone # 310-854-8823
Suite 600 Direct Phone #
Beverly Hills, CA 90210 FAX # 323-878-0416
dermotg@aol.com
Party Represented :

Marion Knight
Death Row Records Inc.

4 **Crawford, Debra Vaniman**

Debra Vaniman Crawford (Active)
Crawford & Crawford RESP Respondent
P.O. Box 373 Main Phone # 831-624-2422
SW Mission & 4th Direct Phone #
Carmel, CA 93921 FAX # 831-624-2428
Debra@Divorce-123.com
Party Represented :

Lydia Harris

5 **Goldman, Dan**

Dan Goldman (Active)
Russ, August & Kabat PETI Petitioner
12424 Wilshire Blvd. Main Phone # 310-826-7474
Suite 1200 Direct Phone #
Los Angeles, CA 90025 FAX # 310-826-6991
dwgoldman@raklaw.com
Party Represented :

Michael Ray Harris

CA001 - JAMS, Inc. Service List

1/6/2006



6 Comden, Leonard J.

THE RESOLUTION EXPERTS

Leonard J. Comden

(Active)

Wasserman, Comden, Casselman & Pearson

RESP Respondent

5567 Reseda Blvd., Suite 330

Main Phone # 818-705-6800

PO Box 7033

Direct Phone #

Tarzana, CA 91357-7033

FAX # 818-345-0162

lcomden@wccplaw.com

Party Represented :

Wasserman, Comden, Casselman & Pearson

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 15
of 17

P. 1

* * * Transmission Result Report (MemoryTX) (Jan. 6. 2006 2:49PM) * * *

13

Date/Time: Jan. 6. 2006 2:13PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
4540 Memory TX	18315475891 - REFAXED to court Judge Haberfeld	P. 7	E-3) 3) OK	P. 1-7
	13108266991		OK	
	13238780416 - CORRECT # GIVENS		E-2) 2) 2) 2) 2)	P. 1-7
	18316242428 - CRAWFORD		E-3) 3)	P. 1-7
	13108266991		OK	
	18183450162		OK	

Reason for error
E. 1) Hang up or line fail
E. 3) No answer

E. 2) Busy
E. 4) No facsimile connection



January 6, 2006

Total Pages: 7
VIA FAX & U.S. MAIL

Hon. Adrienne Crower
Monterey Courthouse
1200 Aguirre Road
Courtroom #13
Monterey, CA 93940
Fax: 831-617-5397

Re: Harris, Michael Ray v. Harris Lydia
Case: DR 45369
JAMS: 1220034123

Dear Judge Crower:

Attached please find Judge Stephen Haberfeld's Referee's Order for your review and consideration.

Due to the production date and time of this coming Tuesday morning, the attached Order is being faxed and mailed to you and all counsel.

Thank you for your attention. Please feel free to contact me should you have any questions at 213-253-9711.

Sincerely,

Ken Yulo
Geraldine Yulo
Sr. Case Manager to
Judge Stephen Haberfeld, Discovery Referee
ayulo@jamsadr.com

cc: all counsel

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 12424 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025.

On May 4, 2006 I caused to be served the foregoing document described as PROOF OF CLAIM on interested parties in this action

- ☒ by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.
- ☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

SERVICE NAME/ADDRESS

- ☒ BY MAIL
- ☐ I deposited such in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.
- ☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☒ Federal: I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 4, 2006 at Los Angeles, California.


NICOLE JONES

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 17
of 17

SERVICE LIST

Daniel McCarthy, Esq. *Attorney for Debtor, Marion H. Knight,*
Hill, Farrer & Burrill LLP *Jr.*
300 S. Grand Avenue, 37th floor
Los Angeles, CA 90071

Marion H. Knight, Jr. *Debtor*
PO Box 3037
Beverly Hills, CA 90212

Alvin Mar, Esq. *Trustee*
Office of the US Trustee
725 S. Figueroa Street, 26th floor
Los Angeles, CA 90017